

# **INFORMATION HANDOUT**

## **AGREEMENTS**

### **YUBA-SUTTER TRANSIT**

**ROUTE: 03-Sut-99-27.7**

### AMENDMENT NO.1 TO AGREEMENT

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on APRIL 8, 2011, is between the State of California, acting through its Department of Transportation, referred to as "STATE", and the

YUBA-SUTTER TRANSIT, referred to herein as "YST".

### RECITALS

1. STATE and YST, collectively referred to herein as "PARTIES", entered into District Agreement No. 03-0394, (AGREEMENT) on July 7, 2008, which defined PARTIES' roles and responsibilities in developing, designing, constructing, financing and maintaining the Park and Ride Facility near the intersection of State Route 99 (SR99) at Bogue Road will be referred to as "PROJECT".
2. PARTIES have agreed to enter into this Amendment (03-0394 A-1) in order to reflect YST's funding changes. YST's total funding amount will remain unchanged, but estimated amounts per phase will be shown on the revised exhibit.
3. A revised funding exhibit (Exhibit A-1), is attached and made part of this AMENDMENT.

### IT IS THEREFORE MUTUALLY AGREED:

1. Recital 4 is amended in its entirety to read as follows:

YST, using Congestion Mitigation and Air Quality (CMAQ) funds (FUNDS) (reimbursement ratio – 88.53%), will pay one hundred percent (100%) of PROJECT costs as detailed on Exhibit A-1, attached to and made a part of this Agreement.

2. Section I, Article 3A is added to read as follows:

To process all Federal authorizations on behalf of YST and to encumber FUNDS to be applied toward PROJECT costs. .

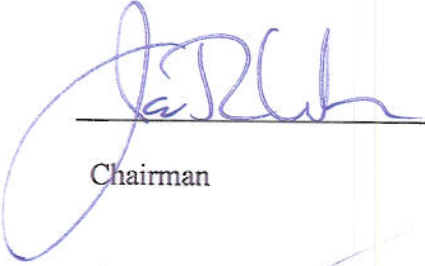
District Cooperative Agreement 03-0394 A-1


3. Section II, Article 1 amended in its entirety to read as follows:
4. To fund one hundred percent (100%) of PROJECT PA&ED, PS&E, R/W, and Construction costs, using a combination of FUNDS and Local funds as detailed in Exhibit A-1. Funds shown against each component in Exhibit A-1 is only an estimate and can be moved between components without an amendment. . In no event shall YST's total obligation for PROJECT costs under this Agreement exceed the amount shown in the grand total, unless YST, at its sole discretion, authorizes a greater amount by amendment to this Agreement.
5. A revised funding exhibit is attached and made part of AGREEMENT. Exhibit A is replaced in its entirety with Exhibit A-1 and all references to Exhibit A will now be made to Exhibit A-1
6. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
7. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

YUBA-SUTTER TRANSIT

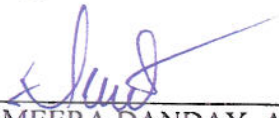
CINDY McKim  
Director

  
Chairman


By:   
GARY S. SIDHU  
Deputy District Director  
D3 Programming & Project Management

Attest: 

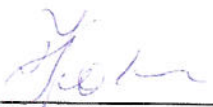
Approved as to form and procedure:

  
MEERA DANDAY, Attorney  
Department of Transportation

Certified as to funds:

  
REBECCA PIKE  
District Budget Representative

Certified as to financial terms and policies:

  
ANGIE VILORIA  
Accounting Administrator

**EXHIBIT A-1**  
**Estimated PROJECT costs.**

DESCRIPTION	STATE's SHARE	YST's SHARE		TOTALS
		CMAQ (Reimbursement Ratio - 88.53%)	LOCAL (Match funds)	
<b>PHASE I</b>				
PA&ED	\$0	\$69,940	\$9,060	\$79,000
R/W Support	\$0	\$123,942	\$16,058	\$140,000
R/W Capital	\$0	\$442,650	\$57,350	\$500,000
Total	\$0	\$636,532	\$82,468	\$719,000
<b>PHASE II</b>				
PS&E	\$0	\$177,060	\$22,940	\$200,000
Construction Support	\$0	\$177,060	\$22,940	\$200,000
Construction Capital	\$0	\$641,552	\$83,120	\$724,672
Total	\$0	\$995,672	\$129,000	\$1,124,672
<b>Grand Total</b>	<b>\$0</b>	<b>\$1,632,204</b>	<b>\$211,468</b>	<b>\$1,843,672</b>

**Note:**

1. Funds shown against each component is only an estimate and can be moved between components without an amendment .
2. In no event shall YST's total obligation for PROJECT costs under this Agreement exceed \$1,843,672, unless YST, at its sole discretion, authorizes a greater amount by amendment to this Agreement.



### COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON JULY 7<sup>TH</sup> 2008,  
is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation,  
referred to herein as "STATE", and the

YUBA-SUTTER TRANSIT, referred to herein  
as "YST."

### RECITALS

1. STATE and YST, collectively referred to herein as "PARTIES," pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this Cooperative Agreement for improvements to the State Highway System (SHS) within the unincorporated County of Sutter.
2. PARTIES entered into a Cooperative Agreement 03-0064 on June 27, 1995, which defined PARTIES' roles and responsibilities in developing, designing, constructing, financing and maintaining the Park and Ride Facility near the intersection of State Route 99 (SR99) at Bogue Road.
3. YST plans to expand the existing Park and Ride Facility, referred to herein as "PROJECT". PROJECT will be split into two phases: Phase I will consist of Project Approval and Environmental Document (PA&ED) and Right of Way (R/W) for PROJECT; Phase II will consist of Plans, Specifications and Estimates (PS&E) and Construction for PROJECT. STATE will perform all PA&ED, PS&E, R/W, and Construction activities necessary for PROJECT completion.
4. YST, using Congestion Mitigation and Air Quality (CMAQ) funds (FUNDS) (reimbursement ratio - 88.53%), will pay one hundred percent (100%) of PROJECT costs: PA&ED (\$60,000), R/W capital (\$750,000), and support (\$30,000) costs, and PS&E (\$100,000), Construction capital (\$600,000) and support (\$92,204) totaling an estimated amount of \$1,632,204 in FUNDS. YST will also provide the required match for said FUNDS in the amount of \$211,468, as detailed on Exhibit A, attached to and made a part of this Agreement.
5. This Agreement will define roles and responsibilities of the California Environmental Quality Act (CEQA) Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with the National Environmental Policy Act (NEPA), if applicable.

6. PARTIES intend to define the terms and conditions under which PROJECT PA&ED, PS&E, R/W, and Construction will be accomplished.

## SECTION I

### STATE AGREES:

1. To prepare and perform PROJECT in two phases: Phase I consisting of PA&ED and R/W, and Phase II consisting of PS&E and Construction for PROJECT. All said work shall be in accordance with Federal and State laws, regulations, and standards.
2. To submit an initial invoice to YST in the amount of \$108,830, upon execution of this Agreement. Said billing represents YST's estimated required match amount for PROJECT PA&ED, R/W capital and support costs.
3. To submit a second invoice to YST in the amount of \$102,638 thirty (30) days prior to STATE's commencement of any PROJECT PS&E work. Said billing represents YST's estimated required FUNDS match for PROJECT PS&E and Construction capital and supports costs. In no event shall invoices sent to YST for PROJECT costs exceed the amount of \$211,468.
4. To encumber FUNDS, upon approval of the E-76 application(s) for PROJECT costs.
5. To advertise, award, and administer PROJECT Construction contract and have PROJECT constructed in accordance with PROJECT PS&E.
6. To identify and locate all existing public and/or private utility facilities within the area of PROJECT and to protect, relocate, or remove any facilities that conflict with construction or violate STATE's encroachment policy.
7. To acquire all necessary R/W as may be required for PROJECT Construction.
8. To inform YST of any issues that could have the potential to increase the actual PROJECT R/W and construction capital costs beyond the authorized amount.
9. To certify legal and physical control of R/W acquired, in accordance with applicable State and Federal laws and regulations, prior to bid advertisement of a PROJECT construction contract.
10. Upon completion of PROJECT and all work incidental thereto, to furnish YST with a detailed statement of PROJECT costs to be borne by YST.



11. Upon PROJECT completion and acceptance, subject to the approval of PARTIES, STATE will operate and maintain PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to change said responsibilities.

## SECTION II

### YST AGREES:

1. To fund one hundred percent (100%) of PROJECT PA&ED, PS&E, R/W, and Construction costs, using a combination of FUNDS (\$1,632,204) and Local funds (\$211,468), as detailed in Exhibit A. In no event shall YST's total obligation for PROJECT costs under this Agreement exceed \$1,843,672, unless YST, at its sole discretion, authorizes a greater amount by amendment to this Agreement.
2. To deposit with STATE within thirty (30) days of receipt of billing (which billing will be forwarded to YST upon execution of this Agreement) the amount of \$108,830. Said amount represents YST's share of FUNDS required match for PROJECT PA&ED, and R/W capital and support costs.
3. To deposit with STATE within thirty (30) days of receipt of billing (which billing will be forwarded to YST thirty (30) days prior to STATE's commencement of any PROJECT PS&E work, the amount of \$102,638. Said amount represents YST's share of FUNDS required match for PROJECT PS&E, and Construction capital and support costs.
4. To waive all authority to administer FUNDS authorized for PROJECT costs, and to grant said authority to STATE.
5. To program, or cause to be programmed, all PROJECT funding in appropriate State or Federal documents, and to process all programming amendments thereto which may be required for any PROJECT funding changes.



### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the action of the California Transportation Commission (CTC).
2. The expenditure of FUNDS, under the sole control of YST, by STATE is subject to the programming and appropriation of FUNDS by YST.
3. All applicable laws, regulations, and policies relating to the use of Federal funds and State gas tax funds shall apply, notwithstanding other provisions of this Agreement.
4. STATE will be the CEQA Lead Agency and YST will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. STATE will assess PROJECT impacts on the environment and STATE will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet requirements of CEQA and if applicable, NEPA.
5. If, during performance of PS&E, R/W or Construction, new information is obtained, which requires additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of these additional tasks as a PROJECT cost.
6. STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public meetings/hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.
7. STATE, as a PROJECT cost, shall be responsible for planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, public meetings/hearings on the environmental document. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.
8. STATE agrees to obtain, as a PROJECT cost, all necessary permits, agreements, and/or approvals from the appropriate regulatory agencies for PROJECT.

9. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The cost of said compliance and implementation shall be a PROJECT cost.
10. If there is a legal challenge to the environmental documentation including supporting technical studies and/or report(s), permit(s), agreement(s) and/or environmental approval(s)/commitments for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
11. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(c). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
12. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material.
13. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.  
  
HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.  
  
HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS R/W. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

If HM-1 is found outside existing SHS R/W, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. STATE and YST, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM-1 management activities are undertaken with minimum impact to PROJECT schedule. If costs



for such HM-1 management activities render the PROJECT economically unviable at the identified site, the parties may terminate this Agreement by mutual written agreement as described in Article 23 of this Section III.

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

16. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by YST under or in connection with any work, authority, or jurisdiction conferred upon YST or arising under this Agreement. It is understood and agreed that, YST will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by YST under this Agreement.
19. Neither YST nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless YST and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
20. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal. The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's R/W shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

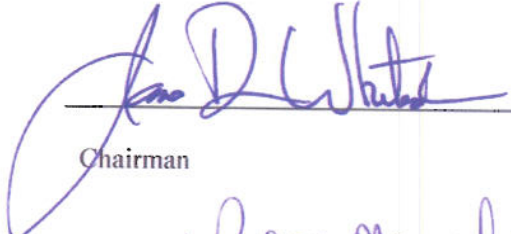



21. Any change to PARTIES' total PROJECT cost and responsibilities shall be covered by an amendment to this Agreement. STATE may be required to stop work on PROJECT until additional funding is secured and/or to restore the site of PROJECT to a condition of safe operation, using any then unexpended funds for PROJECT, if additional funds are not made available for PROJECT.
22. YST may terminate this Agreement by written notice, provided that YST pays STATE for all PROJECT related costs incurred by STATE prior to termination including any work that is required to return facility to its original condition or to a condition of acceptable permanent operation, as a PROJECT cost.
23. If this Agreement is terminated is by mutual consent, YST will reimburse STATE for all PROJECT related costs incurred by STATE, up to the amount of \$1,843,672.
24. No alteration or variation of the terms of this Agreement shall be valid unless made in writing in an Amendment to this Agreement signed by both parties. No oral understanding or agreement not incorporated herein shall be binding.
25. Those portions of this Agreement pertaining to the development and construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE or on December 31, 2012, whichever is earlier in time. However, the ownership, operation, maintenance, environmental commitments, legal challenge, indemnification, and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

YUBA-SUTTER TRANSIT

WILL KEMPTON  
Director

  
Chairman


By:   
GARY S. SIDHU  
Deputy District Director  
D3 Programming & Project Management

Attest: 

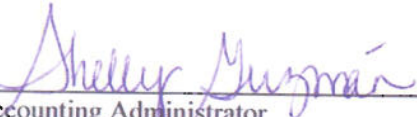
Approved as to form and procedure:

  
Attorney  
Department of Transportation

Certified as to funds:

  
District Budget Representative

Certified as to financial terms and policies:

  
Accounting Administrator

**EXHIBIT A**

DESCRIPTION	YST's SHARE		STATE's SHARE
	CMAQ (Reimbursement Ratio - 88.53%)	LOCAL (Match funds)	
<b>PHASE I</b>			
PA&ED	\$60,000	\$7,773	\$0
R/W Support	\$30,000	\$3,887	\$0
R/W Capital	\$750,000	\$97,170	\$0
<b>Total</b>	<b>\$840,000</b>	<b>\$108,830</b>	<b>\$0</b>
<b>PHASE II</b>			
PS&E	\$100,000	\$12,956	\$0
Construction Support	\$92,204	\$11,946	\$0
Construction Capital	\$600,000	\$77,736	\$0
<b>Total</b>	<b>\$792,204</b>	<b>\$102,638</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$1,632,204</b>	<b>\$211,468</b>	<b>\$0</b>



YUBA-SUTTER TRANSIT AUTHORITY  
RESOLUTION NO. 8-08

**FISCAL YEAR 2008/2009 TRANSPORTATION DEVELOPMENT ACT (TDA)  
CLAIM AUTHORIZATION**

- WHEREAS, The Sacramento Area Council of Governments (SACOG) has approved an allocation of Local Transportation Fund (LTF) and State Transit Assistance (STA) revenues for FY 2008/2009 for the Counties of Yuba and Sutter; the Cities of Marysville and Yuba City; and, the Yuba-Sutter Transit Authority; and,
- WHEREAS, SACOG has designated Yuba-Sutter Transit as the Consolidated Transportation Services Agency (CTSA) for Yuba and Sutter Counties and the cities therein; and,
- WHEREAS, The Yuba-Sutter Transit Board of Directors has adopted a budget for FY 2008/2009 that includes a total of \$2,096,900 in LTF for operating purposes and \$2,649,297 in STA revenues for operating and capital purposes; and,
- WHEREAS, Said amount of LTF is to be reduced by \$81,054 due to a prior year audit adjustment for FY 2006/2007 to be credited in the same ratio as LTF monies were allocated for FY 2006/2007; and,
- WHEREAS, The Board of Directors, pursuant to the provisions of the Yuba-Sutter Transit Joint Powers Agreement, has adopted the net annual apportionment of LTF contributions between the member jurisdictions for FY 2008/2009 in the following amounts: City of Marysville - \$228,943; City of Yuba City - \$1,067,451; County of Yuba - \$573,701; and, County of Sutter - \$145,751.
- WHEREAS, SACOG has adopted an allocation of STA funds for FY 2008/2009 for the four member jurisdictions in the following amounts: City of Marysville - \$125,347; City of Yuba City - \$612,808; County of Yuba - \$537,948; County of Sutter - \$233,285; and, Yuba-Sutter Transit Authority - \$97,872.

NOW, THEREFORE, BE IT RESOLVED that the Yuba-Sutter Transit Authority Board of Directors does hereby authorize the submittal to SACOG of a TDA claim for a maximum of \$2,015,846 in LTF revenues for FY 2008/2009 and \$2,649,297 in STA revenues for FY 2008/2009 by the following vote:

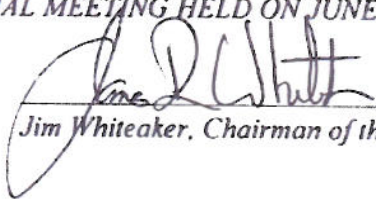
Ayes: Cleveland, G nego, Harris, Miller and Whitaker

Noes: none

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY INTRODUCED, PASSED AND ADOPTED BY THE YUBA-SUTTER TRANSIT AUTHORITY AT A SPECIAL MEETING HELD ON JUNE 19, 2008.

ATTEST:

Rose Menefee  
Secretary to the Board

  
Jim Whiteaker, Chairman of the Board

**CERTIFICATE**

*The undersigned duly qualified board secretary, acting on behalf of the Yuba-Sutter Transit Authority, certifies that the foregoing is a true and correct copy of Resolution 8-08 adopted at a legally convened meeting of the Board of Directors held on June 19, 2008.*

*Rose Menefee*

Rose Menefee

Secretary to the Board of Directors

*July 2, 2008*

Date